

**CITY COUNCIL MEETING
MINUTES
October 10, 2022**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Salimi called the Special Meeting of the City Council to order at 6:06 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov. Code § 87105.

A. COUNCILMEMBERS PRESENT

Vincent Salimi, Mayor
Devin Murphy, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Sanjay Mishra, Public Works Director
Chris Wynkoop, Fire Chief
Markisha Guillory, Finance Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on Thursday, October 6, 2022 at 12:00 p.m. with all legally required written notices. A minor correction memorandum had been issued related to Item 6A, available for public viewing on-line and available in the Council Chambers. Written comments had also been received in advance of the meeting, posted to the City website and distributed to staff and the City Council.

Following an inquiry, the Council reported there were no conflicts with any items on the agenda.

4. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

City Clerk Bell reported there were no comments from the public.

5. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

- A. Award a Construction Contract for Safety Improvements at Appian Way and Marlesta Road (CIP Project #RO1714) **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**
- B. Adopt Resolution Entitled "A Resolution of the City Council of the City of Pinole Authorizing Submittal of Applications for All CalRecycle Grants for Which the City of Pinole is Eligible" **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, speaking to Item 5A, asked the extent of the traffic light planned to be installed at Marlesta Road and whether it would include left-hand turn lanes to cover all four directions or just the primary uptown path from Appian Way. He referenced the total cost for the project including the contingency and asked whether that was the price the City expected for the installation of a traffic light at any location in the City of Pinole, or whether it could be more or less elsewhere due to different factors.

Public Works Director Sanjay Mishra clarified the cost for the Marlesta Road and Appian Way traffic light was specific to the location. Costs varied based on the improvements planned for the location. There would be no curb ramps as part of the traffic signal since they currently existed. Those costs had not been included but if they had the cost for the project would generally have been higher. The traffic light would cost roughly half a million dollars in addition to other improvements required for the intersection. As part of the traffic light installation, there would be left-turn lights for Appian Way and Marlesta Road.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council member Martinez-Rubin/Mayor Pro Tem Murphy to approve Consent Calendar Items 9A and 9B, as shown.

Roll Call Vote:	Passed	5-0
	Ayes:	Salimi, Murphy, Martinez-Rubin, Tave, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

5. BUSINESS ITEM

- A. Contract for Fire Protection Services with Contra Costa County Fire Protection District, Including the Reopening of Pinole Fire Station 74
[Action: Adopt Resolution per Staff Recommendation (Wynkoop)]

Fire Chief Chris Wynkoop presented the Final Draft of the contract for Fire Protection Services with Contra Costa County Fire Protection District (CCCYPD), also known as Con Fire, and introduced CCCYPD Fire Chief Lewis Broschard. He thanked Fire Chief Broschard and the Contra Costa County negotiating team for their patience and flexibility throughout the process; the Contra Costa County Board of Supervisors (BOS); the International Association of Fire Fighters (IAFF) Local 1230; Adam Stone, Stone Municipal Group who prepared the independent fiscal analysis and who was present to answer questions; the City's negotiating team; City management and staff and Contra Costa County Supervisor John Gioia, who was also present.

Contra Costa County Supervisor John Gioia also acknowledged all of the hard work between the County Fire Chiefs; County Administrator's Office; the City of Pinole; the City Manager; Pinole Fire Chief; Vincent Wells, President, IAFF Local 1230; and City residents who supported this effort. He reported the County looked forward to being the City's partner in providing the important fire and medical services and as outlined in the October 10, 2022 staff report, the BOS had recently voted to commit to at least five years of Measure X funding of \$2 million, to be aligned with the contract, including Consumer Price Index (CPI) escalators not-to-exceed four percent.

Supervisor Gioia emphasized the partnership to provide fire services in Pinole in a more cost-effective and responsive way. The cost to provide services to residents of Pinole and surrounding residents for two fire stations was approximately equal to the cost of the City continuing on its own to provide fire services with one station. Fire response in the area of Fire Station 74 would be improved significantly for medical and fire calls and the City would have access to specialized rescue firefighting equipment, and partnership with a larger fire agency that better provided the fire and medical needs of the greater Pinole area.

If the City Council moved forward with the approval of the final contract, the County Fire Board would meet on October 11, 2022 to take action and to move forward with the Local Agency Formation Commission (LAFCO) application process.

Mayor Salimi thanked Supervisor Gioia for his comments and for the support of the BOS.

Fire Chief Wynkoop also expressed his appreciation to Supervisor Gioia for his support. He provided a PowerPoint presentation that included an overview of the background of the effort to reopen Fire Station 74 and the input received from the public during the September 13, 2022 City Council meeting, at which time the City Council had provided direction to staff to attempt to negotiate a final contract for City Council consideration that included changes to the following topics of the draft contract:

- Funding commitment for Measure X funds;
- Development submittal process;
- Transition plan in the event of termination;
- City's obligation to pay for ladder truck due to future development; and
- City financial credit for providing apparatus

Fire Chief Wynkoop reiterated the BOS voted to commit to at least five years of Measure X funding of \$2 million, to be aligned with the contract, including CPI escalators not-to-exceed four percent, and he read into the record the language to be added to the Final Contract to reflect that commitment. He also read into the record language to be added to the Final Contract to reflect a mutual agreed-upon development submittal process and additional language that had been added to address the transition plan in the event of termination, with each party to select a mediator to address that possibility as well as any other disputes that may arise during the agreement. He clarified that Con Fire had stated if new development created the need for new equipment or apparatus, Con Fire should not be responsible for those costs since the City had an existing Development Fire Impact Fee that could be used to cover a significant portion of a ladder truck if the Fire Chief determined it was needed in the future due to new development, and if the Fire Chief made that determination both parties would be required to meet and confer. If a resolution was not possible in that discussion, the new language regarding mediation could be utilized.

Con Fire had confirmed to the City the annual apparatus replacement fee paid for by the City and incorporated into the five-year budget projection had already factored-in that the City was providing apparatus with remaining useful life. Staff was confident with the new more robust mediation language to be added to the Final Contract in the event of dissolution of the contract and that the mediation process would help the City come to a resolution.

Fire Chief Wynkoop explained that City staff had worked with Con Fire on a revised contract and staff was of the opinion it met the direction the City Council provided on September 13, 2022 to the greatest extent possible. The City would be required to execute other documents related to the Final Contract including lease agreements for Station 73 and 74 and a side letter with Local 1230, the bargaining unit representing the firefighters impacted by the proposed contract. The proposed resolution would authorize the City Manager to negotiate and execute such documents in a form to be approved by the City Attorney.

Fire Chief Wynkoop again highlighted the many benefits of the agreement with Con Fire including that response times to calls for service throughout the City would be significantly improved with the opening of Fire Station 74; Con Fire had specialized rescue and firefighting resources that would be more immediately available to the City of Pinole; there would be standardization of operational and large incident management, responses across the expanded service area, policies and procedures and training; and Con Fire had full-time staff who were certified peace officers with arresting powers and the capacity to perform all functions of a fire-cause investigation, and would coordinate with the City of Pinole Police Department on all investigations.

Expanding fire protection services by reopening Fire Station 74 would also benefit other residents of West Contra Costa County including those of unincorporated areas of Tara Hills, Montalvin Manor, and Bay View and would help accommodate for emergency room services since the closure of Doctor's Medical Center, which had increased reliance on firefighters as first line medical assistance for many of the underserved citizens of the community.

In addition, Con Fire's communication and engagement with the community would be served by a dedicated Public Information Officer (PIO), social media presence on Twitter, Instagram and NextDoor as well as significant incident reports and news releases, all to be easily accessible on the Con Fire website home page.

Fire Chief Wynkoop also highlighted the fiscal analysis conducted by the Stone Municipal Group which reflected the City had the fiscal ability to enter into and sustain an agreement with Con Fire to provide fire and emergency response services given the County's commitment to provide \$2 million annually of Measure X funding to subsidize Con Fire's service. He walked through the costs associated with the City's operation of one fire station compared with the costs to the City for Con Fire to operate two fire stations.

As to next steps, Fire Chief Wynkoop stated if the City Council adopted the resolution contained in the October 10, 2022 staff report, Con Fire would seek approval from the BOS to submit an application to LAFCO to provide fire services in Pinole, which would include the reopening of Fire Station 74, at its October 11, 2022 Fire District meeting. LAFCO would consider the contract at its meeting on November 9, 2022 and upon LAFCO approval the City of Pinole would commence the physical preparation of Station 74 for its full functionality as an operational fire station. Assuming all milestones were met, the operational implementation of the contract with Con Fire to provide fire and emergency services to the City of Pinole, to include the reopening of Fire Station 74, was anticipated to occur in late winter/early spring (March/April) of 2023.

Fire Chief Wynkoop recommended the City Council adopt the resolution contained in Attachment E to the staff report to approve a contract for fire protection services with the Contra Costa County Fire Protection District; authorize CCCFPD to submit an application to LAFCO to provide fire protection services in Pinole; and authorize the City Manager to negotiate and execute other related documents necessary to implement the contract for services.

PUBLIC COMMENTS OPENED

Maria Alegria, Pinole, thanked all those involved including the Measure X Advisory Committee for supporting the County Fire Chief's request for Measure X funding for fire protection services, particularly to address critical community fire and emergency needs. The agreement would provide a top service fire delivery model that had been a top priority for Pinole citizens for the past ten years. The Pinole Valley had been designated a High Fire Hazard Severity Zone and also lacked a hospital, and valley residents were grateful that existing fire trucks had paramedics on duty. She thanked County voters for the passage of Measure X and for supporting the City of Pinole in that passage, and emphasized that Pinole residents were aware of the importance of the fire station but given the lack of vision and will from previous City Councils to work towards a commitment to reopen and sustain Fire Station 74, residents had to wait over a decade for a City Council to show real political leadership and put the needs and lives of residents first. She urged the City Council to support the staff recommendation.

Erica Ortiz, Pinole, reported on an incident that had occurred on July 5, 2022, at which time her daughter had been struck by a vehicle and airlifted to a local hospital. Given that Fire Station 74 was closed and Fire Station 73 had been responding to another call at the time, Fire Station 76 from the City of Hercules had been the first on the scene but had taken several minutes to arrive. Fire Station 75 from the City of Rodeo had also arrived.

Ms. Ortiz added that had Fire Station 74 been open at that time there would have been a much quicker response. She was grateful the City Council was taking the time to consider this matter and she expressed her appreciation to all first responders.

Peter Murray, Pinole, thanked the Fire Chief for the more in-depth presentation than prior iterations related to the reopening of Fire Station 74. He commented that during the September 13, 2022 City Council meeting, he had suggested the City of Pinole would receive better fire services from this agreement, which emanated from the success of Measure X. He expressed some concern that the agreement was for a five-year period only and the City would have to turn over its Fire Department equipment and employees as part of the proposal. He asked whether the City had an exit strategy at the end of that five-year agreement and asked the City Council to describe the transition plan after that time to ensure the City had a plan to avoid another closure of Fire Station 74.

Fire Chief Wynkoop commented that the commitment from the County was to align with the contract term of five years. While Measure X was a 20-year measure, and while Supervisor Gioia had commented verbally that every expectation was that the funds would be available throughout the term of the measure, the initial contract term of five years was a standard term for such contracts and was the maximum commitment from the County in writing at this time.

City Attorney Eric Casher also clarified the proposed term of the agreement was for five years, which was the authority sought for approval. As Supervisor Gioia had confirmed, he believed there would be funding available and there were mechanisms within the agreement to allow a mutual extension of the agreement, along with a one-year window to negotiate a transition with the understanding that all of those details would not be available at this time given the need to know the circumstances that may cause a termination. If a mutual agreement could not be reached between the associated parties, a neutral third party/mediator would assist with the development of a transition plan.

Mr. Murray asked the City Manager to opine how this situation would be solved since he did not want to have to go back to square one and since the City Manager was the fiduciary responsible for the citizens of Pinole.

City Manager Andrew Murray reiterated the agreement before the City Council included essentially five years of guaranteed funding by the BOS, which was what the City had been able to negotiate with the County. No one knew what the future would hold after the initial five years of the contract, and while Supervisor Gioia had expressed his vision the arrangement may last longer than five years there was no guarantee. If the agreement did not extend beyond the initial five years, the City did not have the funds to operate both fire stations and there would have to be some form of mechanism of a new revenue source to continue to operate both fire stations. He suggested that would not leave the City in a lurch since it would have funding for one local fire station. The question before the City Council was whether it wanted to approve a fire contract to allow two fire stations to operate for at least five years at about the same cost this year, with the knowledge that at the end of the five years the City may have to revert to one fire station.

Alternatively, the City Council may decide not to proceed with the proposed fire contract. The City and Con Fire identified a transition process that would get the City back to one funded fire station if the five years of funding did not continue.

Fire Chief Wynkoop added that the contract term was a fairly standard contract term between a City and Con Fire. There were no contracts with a 20-year term. Most contracts included five year terms with a renewable option.

James Parrott, retired Fire Chief with the Pinole Fire Department, commented on the past efforts for a contract with Con Fire during his tenure. He described the history and background of Battalion 7 since 2000, which had started with a seamless agreement with Pinole, Hercules-Rodeo and Contra Costa County Fire, which involved 22-years of cooperation between the agencies. He suggested that entering into this next phase appeared to be logical after trying other things, and he found there was a remarkable amount of cooperation between the agencies involved. He understood the concerns raised by the prior speaker but suggested that Contra Costa County had a lot to gain through this agreement and a lot to lose if after five years something did not work. He suggested everyone was proceeding with good intentions and he could not foresee a scenario where those intentions would diminish.

Rafael Menis, Pinole, was pleased the City Council was now considering the Final Contract for fire protection services, which would essentially double the current fire protection services provided to Pinole residents in addition to the other benefits the Fire Chief had described, at a cost less, at least for the first few years, than the City had been paying to operate one fire station. He suggested the Final Contract would be a significant benefit to the City of Pinole and requested that the City Council adopt the Final Contract, as proposed. He thanked the voters of Contra Costa County for supporting Measure X and for making this opportunity possible.

Mr. Menis suggested one of the benefits of the contract would be improved prevention services but also improved assurances of fire suppression with at least two fire engines in Pinole year round, to be staffed by at least three firefighters. He otherwise referenced Attachment D to the October 10, 2022 staff report for the Comprehensive Fiscal Analysis prepared by Stone Municipal Group, Page 143, Scenario 1 costs, for Fiscal Years 2023/2024 and 2024/25, which costs were worse than the worst case costs for those years and he asked for clarification. He also commented that the Unfunded Account Liability (UAL) had not tacked on the adjusted funds or unpaid retiree health care costs and had not been identified on the sub-table shown on Pages 152 and 153 of the Comprehensive Fiscal Analysis.

Adam Stone, Stone Municipal Group, clarified that each budget projection included a variety of different assumptions and growth rates, with inflationary differences between Fiscal Years 2023/24 and 2024/25, and with each of the major classifications having different assumptions over the years. A breakdown of that information with line-by-line details could be provided offline. He noted the trend line over time was more representative of the compounded debt. Also, the UAL was the same assumption in all scenarios and had been detailed as part of additional information at the end of the Comprehensive Fiscal Analysis, with the same forecast for Scenarios 1 and 2, and with the only primary difference being the allocations.

Finance Director Markisha Guillory provided further clarification related to the UAL, which had been carried over as one of the costs to remain with the City, and which had not been shown as a separate cost since it was on the pay-as-you-go basis and had been lumped in with other active retiree medical for other retirees outside of the Fire Department.

Vincent Wells, President, IAFF Local 1230, representing Pinole firefighters since 2008, reported on the multiyear effort to reopen Fire Station 74.

Mr. Wells thanked the County Fire Chiefs, Fire Chiefs of Con Fire and the City of Pinole, the Pinole City Council, City Management and BOS, for all of the work to bring the contract before the City Council. He suggested this was a good contract, there was no expectation the rug would be pulled out in five years, the benefits this contract would bring to the community were well known and there was no reason to walk away from this mode that he described as a significant move forward. Having worked closely with the BOS on Measure X funding, the expectation the County may withdraw the \$2 million in Measure X funds after five years was not realistic. He suggested the value the contract would bring the community would be well worth it.

Debbie Long, Pinole, thanked Mr. Parrott for his comments and his acknowledgment the contract was a two-way street, which was something she had been trying to express for some time. As to the staff recommendation in part for the City Manager to negotiate and execute other related documents necessary to implement the contract for services, she asked for that to come back to the City Council. She recommended a time-is-of-the-essence clause in the development submittal process to ensure no delays to pull permits, which should come back to the City Council.

As to the lease agreements for Fire Stations 73 and 74, Ms. Long found it odd there had been no discussion on the cost suggesting it was because the City of Hercules had a fire station it leased to the County for one dollar per year. She hoped the City of Pinole would not consider the same arrangement since the City of Pinole would be responsible for all maintenance. She asked for that to come back to the City Council as well. As to a side letter with IAFF Local 1230, she was uncertain what the letter would discuss, which was also something that should be discussed by the City Council and not arbitrarily signed by the City Manager.

Ms. Long also suggested the issue of whether the City needed a ladder truck and who would pay for it had not been discussed. There had also not been a full breakdown of all administrative costs proportionate to the Battalion Chief or Assistant Chief and that data should be made public. She also understood this would be the first contract of its kind to be considered by LAFCO, and urged a comprehensive review since it was new to the City of Pinole, Con Fire and LAFCO.

Allison Crooks, Pinole, recognized the City could only consider what it had before it at this time but understood the concerns with the worst-case scenario if the contract was not renewed after the initial five years. She urged the City Council not to consider the small possibility that the contract would not be renewed in the future as a reason not to approve it, which would be unreasonable and undesirable. She saw value in approving the contract even if for some reason in five years it was not renewed given the numerous benefits to the community. She supported the approval of the contract and suggested the only negative was that the City would not retain Fire Chief Wynkoop when the City transitioned to Con Fire.

Marisol Medina, Pinole, commented that when looking for a home to purchase, she had chosen a home in Pinole due to the diversity and proximity of a fire station near her home on Pinole Valley Road, which had offered a sense of security, but had been disappointed after the purchase of the home that the fire station had closed. She had hoped the City would reopen Fire Station 74. She spoke to her experience as a health care provider having worked in the North Bay at the time of the 2017 wildfire in the Santa Rosa area when hospitals had been evacuated impacting residents and workers alike. She also understood there were only two exits from her neighborhood and if there was insufficient fire personnel, a small fire could become larger where every second counted. She urged the City Council to consider the agreement, understood that nothing was guaranteed, but the agreement could be a win-win for the City for the next five years.

Anthony Vossbrink, Pinole, spoke to his experience with fires in the valley where it had taken extra time for fire services to be provided exacerbating the impacts from a fire. He asked for clarification of the budgeting of the distribution of costs, who would be responsible for things done in the past versus the future in terms of Fire Station 74 reopening and including the fact that several fires along I-80 had been routinely serviced by the Pinole Fire Department over the past few years. He understood the City of Oakland was currently meeting to discuss how to bill Caltrans for responding to recent fires along I-80/Caltrans property. He also asked who would be responsible for unforeseen costs for additional manpower for City activities such as the annual fireworks display.

Fire Chief Wynkoop clarified the Pinole Fire Department had been dispatched all along by the Con Fire Dispatch Center in the way the closest units available had been dispatched, which would not change. With Fire Station 74 reopened another unit would be available to respond. Also, staffing for City events such as the annual Fourth of July would not change, with the exception of having Fire Station 74 available for response. As to reimbursement for accidents on I-80, there was a current program that was in its infancy but at this time Con Fire did not have a reimbursement program.

Jim Julian, Pinole, suggested the contract was of the utmost importance for public safety and was common sense for what was right for the citizens of Pinole by cutting response times in half, putting more personnel on the ground, and having the men and women available when needed in terms of all public services. He encouraged the City Council to unanimously support this contract and he thanked the Fire Chief for his service during this transition.

City Clerk Bell acknowledged multiple unsuccessful attempts by resident Irma Ruport to call into the meeting via Zoom, and advised Ms. Ruport could submit written comments which could be included for the record. She also identified the process to call into the meeting as posted on the meeting agenda.

Steven Dorsey, Pinole, representing IAFF Local 1230 and a Fire Captain with the City of Pinole, thanked City and County staff and the labor groups for all their hard work in getting to this point, which he described as a monumental task and accomplishment. He was excited to see improved fire protection services return to the City of Pinole and its residents. Responding to concerns of what may happen after the initial five years of the agreement, he reiterated this was a partnership between the City and Con Fire. Both parties were in for the long haul in that Pinole had been underserved for over a decade due to the closure of Fire Station 74. As residents had testified, there had been longer responses for calls for service as a result. This agreement was a much-needed and welcome solution and he looked forward to its implementation.

Irma Ruport, Pinole, stated she totally supported the contract. She referenced a fire that had occurred in her apartment complex over ten years ago and she commended the efforts of the many firefighters who had saved her home. As a long-time resident and having been involved with the former administration of the City, she commented that nothing has been done until now. She commended the passage of Measure X and the work of Supervisor Gioia and the need for the funds to be spent in Pinole. Taxpayers were paying for fire services and residents of Pinole needed to be safer than they had in the past. She offered her thanks to all involved, emphasized the citizens of Pinole needed this, and given some Council members would be moving on, she urged them to leave this agreement as their legacy and leave the City in a safe and well environment.

Steven Tilton, Pinole, Captain with the Sheriff's Office and a former Pinole City Council member, urged the most progressive and diverse City Council ever and who had gotten the most results than any other City Council, to move forward and support residents and firefighters. He referenced a recent fire in the community and suggested everyone should be supportive of the agreement and consider the life saving measures that could be brought to residents much quicker than in the past. He also thanked those who had supported the firefighters such as Mr. Wells and others and encouraged the City Council to support the agreement.

Christy Lam-Julian, Pinole, speaking on behalf of family members who currently served or were retired as firefighters, commented on the benefits of the agreement and the many benefits that would be provided to the community. She also thanked Fire Chief Wynkoop for providing the data to the community and commended everyone for their efforts to negotiate the contract and provide fire protection services to Pinole residents. She encouraged the City Council to support the contract.

PUBLIC COMMENTS CLOSED

Council member Toms appreciated all of the comments from the public and voters of Contra Costa County for supporting Measure X, which had been placed on the ballot to address mental health, fire safety, housing and a number of other issues. She detailed the background of the County Fire Chiefs proposal to the BOS which allowed a number of fire stations to be reopened in Contra Costa County. She also recognized the Measure X Advisory Committee, BOS, City staff, Con Fire staff and the County Administrator's Office who had all worked to negotiate the agreement.

Council member Toms wanted the agreement to be successful but stressed the City had to be aware of the risks if the contract were not to move forward after five years. She wanted to avoid rebuilding at all costs and she appreciated the BOS' current five-year commitment but asked whether that five-year commitment could be a rolling five-year commitment to be able to put the City at ease. She also wanted to look at what annexation to Con Fire as a permanent solution would look like.

Council member Toms commented that Measure X was a 20-year measure and voters in Contra Costa County had shown the willingness to extend similar measures in the past, but if that did not happen and if the City were to lose the allocation, the City should consider a contract with Con Fire for one fire station as a possible scenario. She again thanked everyone involved and supported the agreement, as presented.

Council member Martinez-Rubin agreed with the need for a continued successful partnership between the City and Con Fire with mutual benefit to both. She asked about the benefits to the County which would reiterate to the voters of Pinole and Contra Costa County that there would be mutual benefits to both parties. In terms of the contract itself, she referenced the ladder truck and a statement in the staff report that it was not the responsibility of the County and she asked why the County was of that opinion.

CCCFPD Fire Chief Lewis Broschard explained that one of the benefits was that the majority of the County had dropped borders, where the closest resource was dispatched regardless of whose resource it was, which occurred daily through the Contra Costa County Regional Fire Communications Center.

Reopening Fire Station 74 would strengthen a very fragmented and complex fire response in West County and the more agencies able to be put under the one roof of Con Fire, working in conjunction with each other seamlessly and taking the Battalion 7 agreement to the next phase, would provide the best service possible benefitting residents of Pinole and neighboring jurisdictions. Having Fire Station 74 staffed would also place less pressure on Fire Station 13 located in the City of Martinez to provide the missing link in the chain of response.

In terms of the ladder truck, CCCFPD Fire Chief Broschard stated the City of Pinole had a ladder truck but an Interim Fire Chief had taken the ladder truck out of service, which had weakened the overall ability of the Battalion 7 response structure to certain types of incidents. There was also acknowledgement that recent development had gone vertical and once that had been done it changed the status quo significantly in terms of fire response, with the Fire Department relying on specialized equipment, apparatus and training and it wanted to ensure there were specialized resources within a certain distance and a reasonable response time. As the City of Pinole built vertically that need would become more prevalent. Also, for Pinole to be a good neighbor and not rely on its neighboring jurisdictions to address development in Pinole, Con Fire was of the opinion it was the responsibility of the City/land use agency to compel as much as possible via Development Impact Fees, as an example, to pay for that resource in the years ahead.

Council member Martinez-Rubin asked who was responsible for bearing the cost to respond to accidents along I-80 and asked for clarification of the reimbursement process whether for the County or the City. She also understood that insurance claims fees had yet to be identified in the contract, and was informed by Fire Chief Wynkoop that had not been identified in the contract or discussed at any great length but he understood both parties would be open to discussions as they moved forward to do business collaboratively.

City Manager Murray advised the proposed contract recognized the desire for some cost recovery, as shown in the Agreement Attachment A, Page 13 of the agenda packet, Section e. Administration, 9. Miscellaneous Revenue Collection (A) and (B), which sections were read into the record.

Council member Martinez-Rubin spoke to effectiveness and efficiency in terms of what the expansion of services meant. She asked the City and the County to consider how they defined a unit of service from the current fire services staff given the baseline of services (the last three years), and once a contract was in place, a comparison to the first three years. In the interest of identifying how well they had been doing with the new process and relationship and to illustrate clearly and more explicitly to all voters about the use of public funds, she wanted to see a conversation as to how to define effective and efficient so that when reaching year five have a way to determine why the City would want more funding beyond the initial five-year period of the contract.

Council member Martinez-Rubin added that Community Emergency Response Team (CERT) training had not been identified in the contract in terms of when those services would be provided and in terms of frequency from years one through five. She wanted everyone to keep in mind what those prevention services were and put a value to those services along with the suppression and emergency responses the public had discussed. She also asked whether the preparation for Fire Station 74 had been included in the budget figures provided and asked for the details to ready the station.

Fire Chief Wynkoop confirmed that the preparation for Fire Station 74 had been included in the budget figures and the details had been outlined in the Service Plan and possibly in the contract itself. The preparation included a lot of cosmetic improvements such as gutters, exterior paint, exterior tree trimming, inside carpets, floors and appliances.

Council member Martinez-Rubin asked whether or not the inclusion of female firefighters had been considered and was informed by Fire Chief Wynkoop that Fire Station 74 had been outfitted for such already and Con Fire had a set of diverse firefighters across the board.

Council member Martinez-Rubin spoke to the lengthy process of review and approval and commented there had been a need for a budget adjustment to call in contracted staff. She asked who would bear the cost of such review if fire services staff were unavailable or whether a special project required some expertise.

Fire Chief Wynkoop explained that Con Fire had a robust Fire Protection Bureau that would assuage some of those anxieties and CCCFPD Fire Chief Broschard stated it was very rare for Con Fire to have a staffing issue requiring contract assistance for plan review, although they did oftentimes require third party assistance for something that was unique, such as a one-of-a-kind battery storage facility where the cost was borne by the applicant as an example.

City Manager Murray added that whether the review was being done by City staff or a contractor, the applicant paid a fee to provide full cost recovery to the City.

Council member Martinez-Rubin referenced Attachment B, Redline copy of agreement compared to the version presented at the September 13, 2022 meeting, Page 25, Section 5. Cost of Services, 4. Management of Budget, C of the agreement, which read:

Notwithstanding Sections 5(a), 4(A) and (B) above, where new labor agreements are approved by the District Board of Directors that result in an increase to labor related costs under this Agreement, the budget shall be deemed modified to account for such cost increases upon 5 days' written notice from the District to the City of such new labor agreements and associated budget modification, and without further approval by the City.

Council member Martinez-Rubin suggested the statement which read: ...and without further approval by the City could be stricken since there was interest to come up with some mutually agreeable discussion and terms, and eventually reach an understanding of what would happen with the budget, which ought to be discussed and not face a situation where Con Fire may make decisions on things the City could not afford.

City Attorney Casher explained that this section related to labor agreements, with subsection C as written, the language that had been negotiated which was unique since it was related to labor agreements between the County and the labor groups.

Fire Chief Wynkoop confirmed the City Attorney's understanding and reiterated upon the approval of the contract, all Pinole Fire Department employees would become Con Fire employees with the labor negotiations between Con Fire and its employees. The City would not be party to those negotiations.

Council member Martinez-Rubin also referenced Page 31, Section 8. Insurance, (d), Worker's Compensation Claims for Employees in Exhibit 6, (1), and requested clarification why some of language as shown had been included. She understood if there was an injury for the term, the County would be responsible for those claims, although subsection ((1)(D), included the statement which reads: *Incurred subsequently and consequently to the original claim.*

City Attorney Casher clarified this issue had been discussed during the September 13 City Council meeting and related to worker's compensation claims that arise and have a date of injury prior to the commencement date of the agreement and for those claims, the City would be fully responsible. Subsections (A) through (D) of this section are related to the original claim and it was not a new claim filed after the commencement date of the agreement.

City Manager Murray confirmed the City Attorney's understanding of the intent of this section as written, related and tied back to something that occurred prior to the commencement date of the agreement.

Council member Martinez-Rubin also referenced the language as shown on Page 28, Section 7. Indemnification, and her understanding that Con Fire would indemnify the City, and the City would indemnify the County. If something occurred that was deemed to be negligent, she asked what recourse the City would have.

City Manager Murray clarified that the matter of the two parties providing mutual indemnification was about how the two parties collaborated to respond to a claim submitted by a member of the public. A member of the public would go through the same process to file a claim against the City or Con Fire as normally would be done through the responding agency and the language in this section reflected how the claim would be adjudicated.

City Attorney Casher added the question was really about the cause of the damage, such as if the cause of the damage was something that was the responsibility of Con Fire, its personnel or a failure to perform an aspect of the agreement. The language in Section 7 Indemnification states that Con Fire would agree to hold the City harmless and indemnify the City against third party claims and the opposite, as well as if a member of the public/third party brought a claim against Con Fire, but it was the City that was the responsible party where the City would agree to indemnify and hold Con Fire harmless. Each party agrees to hold the other harmless if they acknowledged the responsible party, which was why the language was in the contract.

Council member Tave echoed the comments offered and emphasized this was about safety. The contract came about from building relationships with the County, Con Fire and IAFF Local 1230, and having read the contract he found every effort had been made to foster those relationships which would be further refined as they moved forward. He was excited about moving forward, found there was a lot of trust and suggested they take the small steps forward, the community deserved it, and this contract was a good thing for Pinole. While the future was unknown, given the information collected to date and the conversations with staff, the City was in a good position to move forward. He urged his colleagues to approve the contract.

Mayor Pro Tem Murphy thanked staff for the presentation. He otherwise wished everyone a Happy Indigenous Peoples Day and spoke to the practice of cultural burning providing a service of promoting healthy vegetation and also recognized Fire Prevention Week and wanted to elevate the two events in terms of his questions and comments.

Mayor Pro Tem Murphy understood that five-year terms were standard for such contracts and clarified with CCCFPD Fire Chief Broschard that for a contract of this nature, any negotiation of a future contract should be at least 12 months prior to the expiration date of the contract and there would be a sharing of data throughout the relationship period of the contract.

In terms of community engagement and in response to the Mayor Pro Tem, Fire Chief Wynkoop explained that the City website and social media presence would be regularly updated with the next steps that were again highlighted, and with the public to be updated on the status of all information. He reiterated the BOS would meet on October 11 to recommend submitting the contract to LAFCO for approval, LAFCO would next meet on November 9 to consider the contract and that action would determine the next steps in the approval process, as previously described.

Mayor Pro Tem Murphy asked for clarification on the CERT program, which had been included in the contract and asked what progress has been made on the development of the program, and Fire Chief Wynkoop stated that Con Fire's participation in CERT programs were with existing city programs and it would be up to the City of Pinole to establish a CERT Program. The City currently did not have a CERT Program but it was a Strategic Plan strategy to explore the program at the time of the initiation of the Strategic Plan under the auspices of the Fire Department. Given the agreement, the City would have to establish the program and Con Fire would provide the specific elements of the training related to the fire component of the CERT Program.

City Manager Murray clarified the term of the contract would run through June 20, 2028 and it was a requirement of the contract that the City and Con Fire jointly prepare a review and analysis of the services provided to the City by March 31, 2027.

Mayor Pro Tem Murphy was also interested in program reports and analytics and any parameters that could be prepared now. He suggested this was an opportunity to explore a new data set which would be important to share with the community, and Fire Chief Wynkoop stated that would be something the City would gain through the contract with Con Fire in that it would increase exponentially in terms of the available and reliable historic data.

Mayor Pro Tem Murphy commended the effort to engage the public thus far and for City staff to be available, which had been a tremendous benefit and he thanked everyone for being open but he found that engaging with the community there was a spread of misinformation which oftentimes occurred in all communities. He suggested the creation of Frequently Asked Questions (FAQs) be considered following the meeting that could identify not only much of the discussion of this meeting, but also include the next steps that could be posted on the City website. FAQs could include the date of Fire Station 74 reopening, whether the City was giving away all of its materials and fire apparatus, whether the City was firing all of its firefighters, whether Pinole firefighters supported the contract, and identify all the partners involved in this strategic partnership and how much the opening of Fire Stations 73 and 74 cost the City versus the partnership with the County.

Mayor Pro Tem Murphy was pleased with the partnership with Con Fire rooted in empathy, resilience, solutions and actions, did not want to lose those values and expressed hope the partnership would hold based on those values. He was also pleased with the Con Fire Facebook page and its plans to move its fleet to electric vehicles (EV). He also wanted to see a traffic and safety pedestrian improvement around Fire Station 74 when discussing safety improvements and wanted to see some recommendations.

Mayor Pro Tem Murphy sought input and insights from Con Fire on the City's Communications and Engagement and Emergency Operations Plans (EOP). He looked forward to future presentations from the Fire Chief.

Mayor Salimi also expressed his thanks to everyone involved, stated one of his priorities had always been to unify the City and he was proud to see people with different backgrounds work together. He also commented that four years ago the City had given the County \$100,000 to increase the hours for the Pinole Library which he believed had shown the City's good faith that had ultimately resulted in the \$2 million investment of Measure X funds. While the contract was not perfect, he suggested the contract was worth it. If the resolution was adopted, he asked the Council to join him after the vote to take photographs and receive signed copies of the resolution.

Council member Martinez-Rubin looked forward to conditions that would allow continued subsidy from the County and looked forward to an ongoing relationship that benefited both parties.

ACTION: Motion by Council members Tave/Toms to adopt a Resolution of the City Council of the City of Pinole Approving an Agreement for Fire Protection Services with the Contra Costa County Fire Protection District (CCCFPD), Authorizing the CCCFPD to Submit an Application to the Contra Costa County Local Agency Formation Commission to Provide Fire Protection Services in Pinole and Authorizing the City Manager to Negotiate and Execute Other Related Documents Necessary to Implement the Contract for Services.

Roll Call Vote:	Passed	5-0
	Ayes:	Salimi, Murphy, Martinez-Rubin, Tave, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

While Mayor Salimi did not declare a recess, he took a moment at 8:44 p.m. to allow the Council to be presented with signed resolutions and to take photographs. The City Council returned to the dais at 8:53 p.m. with all Councilmembers present.

7. **ADJOURNMENT** to the Regular City Council Meeting of October 18, 2022 in Remembrance of Amber Swartz.

At 8:53 p.m., Mayor Salimi adjourned the meeting to the Regular City Council Meeting of October 18, 2022 in Remembrance of Amber Swartz.

Submitted by:



Heather Bell, CMC
City Clerk

Approved by City Council: November 1, 2022

